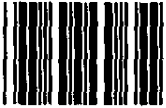


USDC SCAN INDEX SHEET



CONTRERAS

COUNTY OF SAN DIEGO

TB

3:90-CV-01336

46

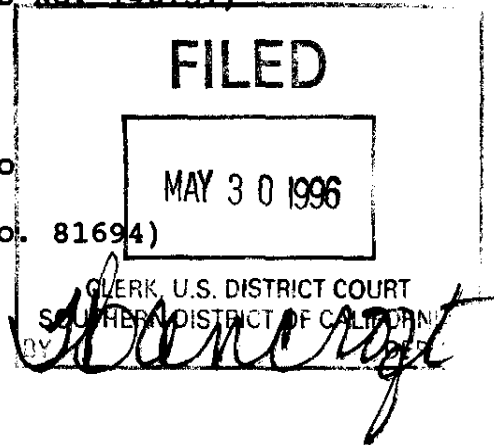
STIPO.

JOHN J. SANSONE, County Counsel (Acting) (State Bar ID No. 103060)
 County of San Diego
 DIANE BARDSLEY, Chief Deputy (State Bar ID No. 81525)
 By MIRIAM E. BREWSTER, Deputy (State Bar ID No. 140757)
 1600 Pacific Highway, Room 355
 San Diego, California 92101-2469
 Telephone (619) 531-4886

Attorneys for Defendant County of San Diego

FRANK S. CLOWNEY III, Esq. (State Bar ID No. 81694)
 610 West Ash Street, Suite 1000
 San Diego, California 92101
 Telephone (619) 557-0458

Attorney for Plaintiffs



UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

MARTIN CONTRERAS, et al.,)	No. 90-1336-GT (AJB)
)	
Plaintiffs,)	STIPULATED SETTLEMENT AND ORDER
)	
v.)	
)	
COUNTY OF SAN DIEGO,)	
)	
Defendant.)	

This is an action under the Fair Labor Standards Act, 29 United States Code section 209 et seq. ("FLSA"). PLAINTIFFS are or were employees of defendant County of San Diego (the "COUNTY") who allege violations of the time and one-half overtime provisions of the FLSA. This case was stayed on February 10, 1993, pending the outcome of related litigation entitled Service Employees International Union, Local 102 v. County of San Diego, Case No. 90-1211-GT (M), ("SEIU"). On July 19, 1995, the Ninth Circuit Court of Appeal issued its Order and Supplemental Opinion in the related litigation, SEIU v. County of San Diego 60 F.3d 1346 (9th Cir. 1995).

///

Handwritten initials 'CT' in the bottom left corner.
Handwritten number '46' in the bottom center.

1 The parties hereby agree to resolve all issues remaining in this
2 litigation, on the terms set forth below.

3 1. Parties: The parties to this action are Martin Contreras,
4 Michael Morrissey, Frances G. Abalos, Abelardo Gonzalez, Eloy O.
5 Olivas, Louis Archbold, Michael Shelton, Jim Robertson, Ken Valley,
6 Robert Reyes, Robert Solomon and Sally Hoover ("PLAINTIFFS") and
7 defendant COUNTY.

8 2. Litigation Claims: PLAINTIFFS brought this suit seeking
9 overtime compensation for a period commencing three years prior to the
10 filing of the suit, liquidated damages, attorney's fees and costs.

11 3. Defenses: The COUNTY defended on the grounds that PLAINTIFFS
12 were properly exempted from the overtime provisions of the FLSA, that
13 certain "standby" time was not compensable work time under the FLSA,
14 that it had employment agreements covering the compensation for such
15 standby time, and that it had acted in good faith and with reasonable
16 grounds.

17 4. Jurisdiction: The district court has jurisdiction of this
18 suit under section 16(b) of the FLSA, 29 U.S.C. section 216(b).

19 5. Settlement: The parties hereby agree to settle this action
20 as set forth in this agreement.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 6. Intention to Fully Resolve All Issues Between the Parties:

2 The parties intend through this settlement to fully resolve all issues
3 remaining in this litigation. Full and complete settlement has been
4 reached on all issues and the terms of the settlement are set forth in
5 this stipulation. These terms are accepted by the PLAINTIFFS through
6 their execution of forms entitled "Release and Waiver of All Claims."
7 A copy of the form is attached to this agreement as Exhibit "1." The
8 terms are accepted by the COUNTY, by and through its counsel of
9 record.

10 7. Complete Release and Waiver: On the basis of the settlement
11 and the implementation of its provisions, and by executing the Release
12 and Waiver of All Claims described in paragraph 6 above, each
13 PLAINTIFF completely releases, waives and/or abandons all FLSA claims
14 for the period covered by the suit, whether known or unknown, whether
15 set forth in the complaint in this action or not, and whether against
16 the County, its officers, agents, or its employees, including all
17 claims for back wages, liquidated damages, interest, attorneys' fees,
18 costs, and/or expenses, except as set forth in the settlement.

19 8. Terms of Settlement:

20 a. Payment of Wages and Interest: In consideration of the
21 complete release of all claims by PLAINTIFFS, the COUNTY agrees to pay
22 a total of \$482,847.20 to counsel for PLAINTIFFS, in the form of
23 payroll checks made payable to individual PLAINTIFFS. The amount of
24 each check will be as follows:

25 ///

26 ///

27 ///

28 ///

PLAINTIFF	WAGES	INTEREST	TOTAL
CONTRERAS, Martin	\$ 67,756.18	\$ 8,411.81	\$ 76,167.99
MORRISSEY, Michael	57,015.66	7,078.39	64,094.05
ABALOS, Frances G.	36,184.91	4,492.29	40,677.20
GONZALES, Abelardo	89,525.90	0	89,525.90
OLIVAS, Eloy O.	29,828.34	3,703.14	33,531.48
ARCHBOLD, Louis	3,255.93	404.22	3,660.15
SHELTON, Michael	45,575.76	5,658.15	51,233.91
ROBERTSON, Jim	1,197.24	148.64	1,345.88
VALLEY, Ken	90,386.20	11,214.06	101,600.26
REYES, Robert	6,577.44	816.58	7,394.02
SOLOMAN, Robert	6,088.84	755.92	6,844.76
HOOVER, Sally	6,023.76	747.84	6,771.60
TOTALS	\$439,416.16	\$ 43,431.04	\$482,847.20

The parties understand that such wages and interest are subject to all appropriate withholdings. The parties further understand that the payments made under this agreement will not be included in the calculation of PLAINTIFFS' retirement benefits. The payroll checks issued by the COUNTY shall specify the amount of back wages, the amount of interest thereon, and all withholdings from these amounts.

b. Timing of Payment of Wages and Interest: The COUNTY agrees to provide payroll checks to PLAINTIFFS' counsel as soon as possible after approval of this agreement by the Court and the execution of the release form by all PLAINTIFFS.

c. Payment of Attorneys' Fees, Costs and Expenses: The COUNTY agrees to pay a total of \$28,152.00 for attorney's fees, costs and expenses in this litigation.

d. Stipulated Dismissal of Litigation: The parties will file a stipulated dismissal of this litigation with prejudice within days of the release of the paychecks to counsel for PLAINTIFFS.

///

///

///

1 9. Mutual Waiver of Further Proceedings: The parties waive any
2 right to further review of the issues raised in this litigation, and to
3 any further review of this Stipulation and Order once approved by this
4 Court, except for enforcement of the provisions of the agreement.

5 10. Approval by the Court: If this stipulation or any part is
6 not approved by this Court, the entire stipulation is invalid and not
7 binding on the parties, unless the parties agree to modify the
8 stipulation.

9 11. Non Admission and Limited Application: The Parties agree
10 that this stipulation is based on the facts of this specific action and
11 is intended to apply only to this action. The stipulation may not be
12 used as an admission on the part of the COUNTY or as a waiver of any
13 defense on the part of the COUNTY in any other proceeding or by any
14 other party.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

12. Request for Court Approval and Order: The case file in this matter was closed by order of the Court, entered on May 20, 1994. The order directing the closing of the file was given subject to reopening should further proceedings be necessary. Plaintiffs have reopened the case file for the limited purpose of obtaining court approval of this settlement. The parties, through their respective counsel of record, request that this Court approve the settlement set forth in this stipulation and order settlement in accordance with its terms.

DATED: 5/21/96

JOHN J. SANSONE, County Counsel (Acting)
DIANE BARDSLEY, Chief Deputy

By *Miriam E. Brewster*

MIRIAM E. BREWSTER, Deputy
Attorneys for Defendant County of San Diego

DATED: 5/21/96

FRANK S. CLOWNEY III, Esq.

By *Frank S. Cloney III*
FRANK S. CLOWNEY III, Esq.
Attorney for Plaintiffs

ORDER

GOOD CAUSE APPEARING, IT IS SO ORDERED.

DATED: *June 4, 1996*

Donald L. Contreras Jr.
UNITED STATES DISTRICT COURT JUDGE

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

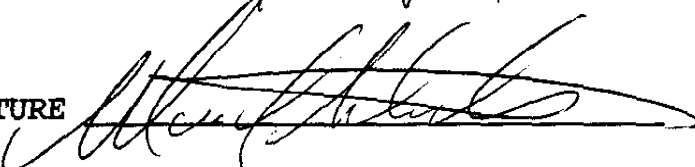
PRINTED NAME MARTIN A. CONTRERAS
SOCIAL SECURITY NUMBER 546-76-9466
MAILING ADDRESS 34429 FAIRVIEW DR.
YUCAIPA, CA 92399
SIGNATURE  DATE 5-16-96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME Michael A Morrissey

SOCIAL SECURITY NUMBER 561-74-2421

MAILING ADDRESS PO Box 1763 EL Cajon
CA 92022

SIGNATURE Michael A Morrissey DATE 5-7-96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME FRANCES G. ABALOS

SOCIAL SECURITY NUMBER 570-13-7162

MAILING ADDRESS 349 CRESTVIEW DRIVE
BONITA, CA 91902

SIGNATURE FRANCES G. ABALOS DATE 04-17-96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME ABELARDO P. CONTRERAS

SOCIAL SECURITY NUMBER 552 92 7032

MAILING ADDRESS 1743 DALLAS AVE

SAN DIEGO, CA 92154

SIGNATURE 

DATE April 19, 1996

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

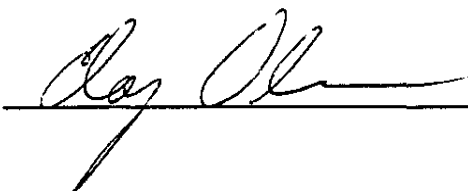
PRINTED NAME ELOY OMAR OLIVAS
SOCIAL SECURITY NUMBER 545-90-5168
MAILING ADDRESS 1188 BEYER WAY 204A
S.D. C.A. 92154
SIGNATURE  DATE 4-20-96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME LOUIS A. ARCHBOLD
SOCIAL SECURITY NUMBER 326-52-5922
MAILING ADDRESS 120 CENTER ST.
BARRINGTON, IL 60010
SIGNATURE Louis A. Archbold DATE 4-16-96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME Michael James Shelton
SOCIAL SECURITY NUMBER 403-88-0055
MAILING ADDRESS 1933 Strathmoor Blvd.
Louisville, Kentucky 40205
SIGNATURE Michael J. Shelton DATE 5/12/96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME James Robertson

SOCIAL SECURITY NUMBER 436-42-5269

MAILING ADDRESS 442 Montclair St.
Chula Vista, Ca. 91911

SIGNATURE James Robertson DATE April 14, 1996

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME KENNETH A. VALLEY

SOCIAL SECURITY NUMBER 554 60-0013

MAILING ADDRESS 17041 OCULTO CT

SAN DIEGO, CA 92127

SIGNATURE  DATE 4-15-96

EXHIBIT "1"

COMPLETE RELEASE AND WAIVER OF ALL CLAIMS

By signing this form, I agree to accept the terms of the settlement in the civil suit I brought against my current or former employer, the County of San Diego ("County"), under the Fair Labor Standards Act ("FLSA"). This litigation is entitled Martin Contreras, et al. v. County of San Diego, U.S. District Court, Southern District of California, No. 90-1336-GT (AJB). I understand that I completely release, waive and/or abandon all FLSA claims for the period covered by the suit, whether known or unknown, whether set forth in the complaint in this action or not, and whether against the County, its officers, agents, or its employees, including all claims for back wages, liquidated damages, interest, attorneys fees, costs, and expenses, except as set forth in the settlement.

PRINTED NAME Robert Barbosa Reyes

SOCIAL SECURITY NUMBER 569-55-8732

MAILING ADDRESS 1018 E. Lexington Ave Apt. #7
El Cajon, Ca. 92020


SIGNATURE  DATE 4-13-96

EXHIBIT "1"